

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

ELEVANCE HEALTH, INC.,

Plaintiff,

v.

MARIA GREGORY,

Defendant.

Case No.: 3:25cv740

VERIFIED COMPLAINT

Plaintiff Elevance Health, Inc. (“Elevance Health”), by counsel, hereby states the following as its Verified Complaint against Maria Gregory (“Gregory” or “Defendant”):

PRELIMINARY STATEMENT

This action seeks to enforce Elevance Health’s rights under a Restricted Stock Unit Award Agreement (the “Agreement”), in which Gregory, a former senior underwriting executive, agreed to refrain from unfair competition against Elevance Health for a twelve-month period following the end of her employment. In return, Gregory received substantial compensation in the form of Elevance Health stock units and other equity compensation. Despite this, in July 2025, Gregory knowingly breached the Agreement by taking a job as a senior underwriting executive at a direct competitor in the burgeoning and highly competitive field of level funded insurance.

In her most recent position at Elevance Health, Gregory oversaw underwriting operations across all 14 states where Elevance Health does business, including oversight of the “Anthem Balanced Funding,” a level funded insurance product that Elevance Health offers to small and mid-size employers. In this capacity, Gregory had extensive access to Elevance Health’s

confidential pricing formulas, bidding and renewal strategies, business intelligence, and other trade secrets which are crucial to Elevance Health's competitive edge in the level funded insurance market.

On July 23, 2025, Gregory departed Elevance Health and days later assumed the role of Senior Vice President of Underwriting at Gravie. Gravie's "Comfort" Plan is a level funded insurance product that directly competes with Anthem Balanced Funding¹, targeting the same market segment of small and mid-size employers in many of the same geographic areas. Thus, Gregory's acceptance of this position constitutes a knowing breach of the Agreement's enforceable non-competition clause, causing ongoing irreparable harm and damages to Elevance Health.

Upon discovering Gregory's new role, Elevance Health sought to negotiate a resolution with Gregory and Gravie to prevent unfair competition. However, Elevance Health's concerns were dismissed and/or ignored, which necessitated this legal action to safeguard its interests.

PARTIES

1. Elevance Health is an Indiana corporation, with its principal place of business in Indianapolis, Indiana. Elevance Health is in the business of offering health insurance plans and services, including medical, pharmaceutical, dental, behavioral health, long-term care, and disability plans. Elevance Health also serves as a third-party administrator for certain employers and a level-funded plan known as "Anthem Balanced Funding," which is a fast-growing and highly popular product of great strategic importance to Elevance Health.

¹ Anthem is a subsidiary of Elevance Health and the brand name for Elevance Health's commercial insurance business.

2. Upon information and belief, Gregory is a citizen of the Commonwealth of Virginia, and is a resident of Chesterfield, Virginia. Elevance Health employed Gregory from July 2007 until she resigned in July 2025.

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Gregory because she resides in Virginia and is subject to general personal jurisdiction in Virginia.

4. This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332 because the parties are citizens of different states and the amount in controversy exceeds \$75,000.

5. Venue is also proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and (2) because Gregory resides in this judicial district and a substantial part of the events giving rise to the claim occurred here.

FACTS

6. Elevance Health is a market leading health care company that offers a range of health plans and insurance benefits, including but not limited to, network-based managed care risk-based plans to the Individual, Employer Group, Medicaid and Medicare markets, level-funded health plans, and third-party administrative services.

A. Gregory's Role as Regional Vice President at Elevance Health.

7. Elevance Health employed Gregory from July 2007 until her resignation effective on or about July 25, 2025. Her last date of employment was on July 23, 2025. During that time, Gregory was based out of Elevance Health's Richmond facility located at 2015 Staples Mill Road, Richmond, Virginia.

8. Gregory began her employment with Elevance Health as an Underwriting Analyst I, but gradually moved up the ranks. At the time of her resignation, Gregory held the position of Regional Vice President II, Underwriting, where she oversaw 80 employees, covering 14 states and multiple product portfolios.

9. Gregory was an executive within Elevance Health's "Underwriting Center of Excellence," where she was responsible for all underwriting for small (50 or fewer employees) and key accounts (51-99 employees) focusing on Anthem Balance Funding and Multiple Employer Welfare Arrangements ("MEWAs") in the "Anthem 14" states, which covered California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

10. Gregory's experience in underwriting for small and key accounts provided her with a vast knowledge of these markets and put her at the center of Elevance Health's strategic push into level-funded health plans, which is a burgeoning field in the insurance industry.

11. Level-funded health plans are hybrids of fully insured and self-funded models, designed specifically for small- to mid-sized businesses (i.e., small and key accounts). Employers pay a fixed monthly rate to cover projected annual claims, administrative services, and stop-loss insurance. If claims are lower than anticipated, employers receive a credit for the surplus. Conversely, if claims exceed expectations, stop-loss coverage protects against excessive costs. These plans are attractive to many small and mid-size employers due to predictable monthly costs, protection from unexpectedly high claims, and the potential for cost recovery when claims are lower than expected.

12. Because of its increasing popularity with employers, the market for level funded health plans is highly competitive and many insurance companies have entered the market in recent years, including Gravie.

13. In recent years, Elevance Health's Anthem Balanced Funding plan has experienced substantial year over year growth, and the continuation of this growth is a core component of Elevance Health's strategic plan for the future of its business.

14. Gregory directly oversaw the head of the underwriting team for Elevance Health's Anthem Balanced Funding plans across all the "Anthem 14" states. Because of her senior position and oversight of the Anthem Balanced Funding plan, Gregory had extensive access to Elevance Health's confidential pricing formulas, bidding and renewal strategies, business intelligence, and other trade secrets which are crucial to Elevance Health's competitive advantage in the level funded insurance market and which would be of great economic value if known to a competitor.

B. The Stock Grants and the Non-Competition Provisions

15. On March 14, 2025, Elevance Health awarded Gregory with a series of restricted stock units, performance stock units, and stock options (collectively, the "Stock Grants"), which were conditioned upon Gregory's acceptance of an attached Restricted Stock Unit Award Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit A**.

16. The Agreement was provided as part of Elevance Health's 2017 Health Incentive Compensation Plan, June 2022 Restatement (the "Plan"), and the Agreement incorporated the Plan by reference in full. *See* Ex. A, § 14. A copy of the Plan is attached as **Exhibit B**.

17. The Plan provided that the Plan and all award agreements, including the Agreement at issue in this lawsuit, are governed under Indiana law except as superseded by federal law, as noted below:

The Plan and All Award Agreements and other agreements... shall be construed in accordance with and governed by the laws of the state of Indiana, without giving effect to the choice of law principles thereof, except to the extent superseded by applicable United States federal law.

Ex. B, § 20.11.

18. In exchange for Gregory's acceptance of the Stock Grants, Elevance Health requested that Gregory agree to certain reasonably defined restrictions on unfair competition, which are set forth in Section 7(b) of the Agreement, titled "*Non-Competition.*" In relevant part, Gregory agreed that for a period of 12 months after the cessation of her employment with Elevance Health, she would refrain from: (1) obtaining a "Competitive Position" or (2) performing a "Restricted Activity" in the "Restricted Territory" for a "Competitor," according to the definitions given those terms in the Agreement. Ex. A, § 7(b).

19. "Competitive Position" is defined in the Agreement to mean the following:

any employment or performance of services with a Competitor (A) the same as or similar to the services that Participant performed for the Company in the last twenty-four (24) months of Participant's employment with Company (the "Look Back Period"), or (B) in the performance of which Participant will likely use any Confidential Information of the Company.

Id. at § 7(b)(i).

20. "Restricted Activity" is defined in the Agreement to mean "any activity for which [Gregory] had responsibility for the Company," or about which Gregory had Elevance Health's confidential information within the "Look Back Period" (i.e., the 24-month period prior to the cessation of her employment). Ex. A, §§ 7(b)(i), (iii).

21. "Restricted Territory" is defined in the Agreement to mean:

any geographic area in which the Company does business and which [Gregory] provided services in, had responsibility for, had a material presence or influence in, or had access to Confidential Information about, such business, within the Look Back Period.

Id. at § 7(b)(ii).

22. Here, Gregory’s “Restricted Territory” included the 14 states for which she had responsibility, including California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

23. “Competitor” is defined in the Agreement to mean:

means any entity or individual (other than the Company) engaged in any one or more of the following: management of network-based managed care plans and programs; administration of managed care services; provision of health insurance, long-term care insurance, dental, life, or disability insurance; administration of flexible spending accounts, COBRA continuation coverage, coordination of benefits, or subrogation services; or the provision, delivery, or administration of health benefit plans or health care services such as pharmacy benefits management (including Specialty pharmacy), value-based care delivery, behavioral health, palliative care, care for chronic and complex conditions, digital healthcare platforms, medical benefits management solutions, or health care research (including health economics and outcomes); or any other aspects of the business or products or services offered by the Company, as to which Participant had responsibilities or received Confidential Information about, during the Look Back Period.

Id. at § 7(b)(iv).

24. Gregory agreed that the restrictions in § 7(b) are reasonable and necessary to protect Elevance Health’s legitimate business interests. *Id.* at § 9(a). These legitimate business interests include Elevance Health’s interest in protecting its good will, and the unfair competition that would result from the use of its confidential information and trade secrets to which Gregory had expansive access in her high-ranking position.

25. Elevance Health’s “Confidential Information” includes, but is not limited to, trade secrets, customer lists, confidential business practices, profit margins pricing information, business and marketing plans, ideas, and strategies, and confidential financial performance and projects. *Id.* at § 7(a)(i).

26. On March 14, 2025, Gregory accepted her Stock Grants—thereby also accepting the Agreement and the terms and conditions set forth therein—via an electronic signature. Acceptance of the Stock Grants was voluntary and not a condition of employment. *Id.* at 2.

C. Gregory Resigns and Immediately Begins Breaching Her Non-Compete

27. Gregory resigned effective July 25, 2025, and, almost immediately thereafter, began employment with Gravie, a Minnesota-based company that offers a variety of products and services in the health insurance industry, which compete directly with Elevance Health. Upon information and belief, Gravie primarily serves small and midsize employers, which is the same demographic of client overseen by Gregory during her employment with Elevance Health.

28. Gravie’s flagship product is its “Comfort” level-funded health benefit plan, which competes directly with Elevance Health’s Anthem Balanced Funding plan, targeting the same demographic of customer in many of the same geographic areas.

29. Moreover, Gravie’s Comfort plan is partnered with Cigna and Aetna, which allows Gravie to provide their customers with access to Cigna and Aetna’s network of healthcare providers. Cigna and Aetna are also competitors of Elevance Health.

30. According to Gravie, Gregory’s new role of Senior Vice President, Underwriting is involved *only* in level-funded health benefit solutions.

31. Gregory’s employment with Gravie is based in Chesterfield, Virginia.

32. Gregory’s employment with Gravie is both (i) a Competitive Position; and (ii) a Restrictive Activity within the Restricted Territory for a Competitor, and thus constitutes a material breach of § 7(b) of the Agreement.

33. For example, by serving as Senior Vice President, Underwriting for Gravie, working directly on Gravie’s “Comfort” product, Gregory is engaging in a Restricted Activity

because she is engaging in activities for which she “had responsibility for [Elevance Health]” and “about which [she] had Confidential Information within the Look Back Period.” *See* Ex. A, § 7(b)(iii).

34. Furthermore, upon information and belief, Gregory is performing the Restricted Activity within the Restricted Territory.

35. Gravie and its subsidiaries are licensed in, and offer Gravie’s “Comfort” product in some or all of the 14 states that Gregory oversaw during her last 24 months of employment at Elevance Health, including California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

36. Indeed, Gravie’s website lists all of the state licenses it holds licenses to sell products. *See* <https://www.gravie.com/compliance/gravie-licensing/>.

37. Gravie is a “Competitor,” as defined by the Agreement. It is a company engaged in several practices and sells products that compete directly with Elevance Health. For example, and without limitation, Gravie is a “Competitor” because it provides, delivers, and administers level-funded plans (the Gravie “Comfort” plans) that are directly competitive with Elevance Health’s “Anthem Balanced Funding” plans. *See* Ex. A, § 7(b)(iv).

38. Gravie competes with Elevance Health in other ways, however.

39. Gravie is a “Competitor” because it administers managed care services through its service as a third-party administrator. *See* Ex. A, § 7(b)(iv). Through its third-party administrator services, Gravie partners with Cigna and Aetna Signature Administrators to provide employers access to an extensive network of providers, while managing claims and benefits in-house.

40. Elevance Health also offers third-party administrator services.

41. Gravie is a “Competitor” because it provides health insurance plans. *See* Ex. A, § 7(b)(iv).

42. Gravie markets itself as a health insurance marketplace that individually tailors health insurance plans to customers.

43. Through its health insurance marketplace, Gravie sells a broad spectrum of health insurance plans offered by various insurers, including plans that compete with Elevance Health that are offered by Aetna, Cigna, Kaiser Permanente, Oscar, Sentara, and United, among others.

44. Elevance Health provides a variety of health insurance plans to the market, including to small- and mid-sized businesses.

45. Gravie is also a “Competitor” because it provides, delivers, and administers health benefits plans. *See* Ex. A, § 7(b)(iv).

D. Gregory and Gravie Failed to Offer Any Assurance that Gregory Intends to Abide By Her Agreement to Refrain From Unfair Competition.

46. Upon learning of Gregory’s new employer, Elevance Health wrote to Gregory and Gravie on July 24, 2025, reminding Gregory of her obligations under the Agreement and informing Gravie that Gregory was subject to restrictive covenants. A copy of Elevance Health’s July 24, 2025, letter is attached as **Exhibit C**.

47. In response to Elevance Health’s letter, which included a copy of the Agreement, Gravie dismissed Elevance Health’s concerns and erroneously declared that the non-compete was unenforceable, *inter alia*. A copy of Gravie’s August 8, 2025, letter is attached as **Exhibit D**. Immediately after dismissing Elevance Health’s concerns, Gravie contended that it has “expressly instructed Gregory to uphold all obligations to any former employer, including Elevance Health” and invited Elevance Health to discuss the matter further. *Id.*

48. Gravie’s invitation was disingenuous.

49. Elevance Health spent the next two weeks attempting to contact Gravie's counsel to discuss the matter further but was ignored. Elevance Health wrote to Gravie again on August 18, 2025, seeking additional information about Gregory's role. A copy is attached as **Exhibit E**.

50. Gravie responded on August 22, 2025, and assured Elevance Health that Gregory would abide by any "*enforceable* restrictive covenants" – a statement which offered no consolation at all to Elevance Health considering Gravie's prior (erroneous) contention that the Agreement's noncompetition provisions are unenforceable. A copy of Gravie's letter is attached as **Exhibit F**. Moreover, Gravie proceeded to confirm that Gregory's position of Senior Vice President, Underwriting, is "involved only in level-funded health benefit solutions," a product space that Gregory directly oversaw while employed by Elevance, as noted above. *See* David Jaffe Declaration attached as **Exhibit G**.

51. After her resignation, Elevance Health discovered a document Gregory created on July 1, 2025, which further established the fact that her employment with Gravie is in breach of the Agreement.

52. As she was considering a job offer from Gravie, Gregory used her Elevance Health-issued computer to create a document titled "Elevance Health vs. Gravie," which she sent from her Elevance Health email address to her personal email address on the same date of July 1, 2025 (the "Elevance Health vs. Gravie Document"). A true and correct copy is attached as **Exhibit H**.

53. In the Elevance Health vs. Gravie Document, Gregory made the following admissions regarding Gravie and Elevance Health, including that both offered competing level funded products, had overlapping geographic areas of operation, and Gregory's work in underwriting (current and future) overlapped as well. Gregory noted the following:

- a. Gregory noted her current job title as Elevance Health’s “RVP II Underwriting” and compared it to her upcoming job as “Senior Vice President, Underwriting” at Gravie.
- b. Gregory acknowledged the overlap in geographic areas in which Elevance Health and Gravie do business. In relevant part, Gregory wrote: “ELV/Anthem . . . operates in 14 states.” By contrast, she observed that, “Gravie . . . operates in all 50 states.”
- c. Gregory also acknowledged the overlap in “product offerings” between Elevance Health and Gravie by listing the insurance products offered by each, including that both offered “Level-Funded” products—which Gregory highlighted in yellow.
- d. Finally, Gregory used her access to Elevance Health’s proprietary systems to generate a report of insurance quotes where Gravie was listed as a carrier. Under that report, Gregory noted that the “Small Group and KEY (51-99 size groups)” are the market segments that Gravie and Elevance Health “would have in common.” *Id.* Small and Key groups were also the market segments over which Gregory had responsibility during her employment at Elevance Health.

54. As discussed above, Gregory is in breach of § 7(b) of the Agreement by performing activities that are the same as or substantially similar to, and competitive with, the services she provided to Elevance Health immediately prior to her resignation.

55. As a result of Gregory’s conduct, Elevance Health is suffering and shall continue to suffer significant monetary harm in an amount to be proven at trial.

56. Absent injunctive relief, Elevance Health will suffer further irreparable harm based on the Gregory’s activities, as described above.

COUNT I
Breach of Covenant Not to Compete

57. Elevance Health incorporates the allegations of the foregoing paragraphs above as though fully set forth herein.

58. The Agreement is a valid and enforceable contract between Elevance Health and Gregory.

59. Elevance Health and Gregory exchanged adequate and sufficient consideration in connection with the Agreement.

60. The restrictions in § 7(b) are valid, reasonable and enforceable under Indiana law.

61. Elevance Health duly performed its obligations under the Agreement.

62. Gregory is in material breach of § 7(b) by obtaining a Competitive Position within the 12-month Restriction Period, for the reasons set forth above.

63. Gregory is also in material breach of § 7(b) of the Agreement for the independent reason that, within the 12-month Restriction Period, she has performed and is performing a Restricted Activity in the Restricted Territory for a Competitor, for the reasons set forth above.

64. Because of Gregory's material breach, Elevance Health is suffering and shall continue to suffer significant monetary harm and irreparable damages for which there is no adequate remedy at law.

65. Elevance Health is entitled to both temporary and permanent injunctive relief as a result of Gregory's continuing breaches. *See* Ex. A § 9(a)-(b).

66. Under § 9(e) of the Agreement, Elevance Health is entitled to the recovery of its reasonable attorneys' fees and expenses, including not only costs of courts, but also expert fees, travel expenses, and other expenses incurred, upon the Court's determination that Elevance Health is the prevailing party.

RELIEF REQUESTED

WHEREFORE, Elevance Health, Inc. requests the following relief:

A. The issuance of an injunction, both temporary and permanent, for a period of 12 months, from the date of entry of the Order, or, alternatively, until further Order of the Court, decreeing that Gregory shall not violate § 7(b) of the Agreement; and

- B. Entry of judgment in favor of Elevance Health on Count I; and
- C. An award of damages against Gregory for breach of § 7 of the Agreement, in an amount to be determined at trial; and
- D. An award to Elevance Health of its actual costs and expenses incurred in connection with this proceeding, including but not limited to its costs and reasonable attorney's fees, pursuant to the terms of the Agreement, including Section 9(e); and
- E. An award of pre- and post-judgment interest at the statutory rate; and
- F. Any other such further relief that the Court deems appropriate.

ELEVANCE HEALTH, INC.

By /s/ Andrew J. Henson
Of Counsel

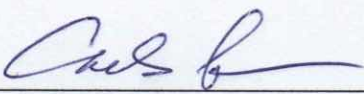
Andrew J. Henson, VSB No. 95622
Patrick D. Houston, VSB No. 92298
Troutman Pepper Locke
1001 Haxall Point
Richmond, VA 23219
Telephone: (804) 697-1200
Facsimile: (804) 697-1339
andrew.henson@troutman.com

Counsel for Plaintiff

VERIFICATION

I, Carlos Louro, am an authorized representative of Elevance Health, Inc., and being duly sworn under oath, do hereby declare under penalty of perjury that I have read the foregoing Verified Complaint, and that the statements set forth herein are true as I believe based on my personal knowledge and information supplied to me by Elevance Health's employees and agents and through records kept by Elevance Health in the ordinary course of business.

Date: September 12, 2025.

By  _____
Carlos Louro
VP & Chief Underwriter, Commercial Health Benefits
Elevance Health, Inc.